## **DEBT RECOVERY PROCEDURE**

This debt recovery procedure of UAB "Bendras finansavimas", a legal entity, company code 303259527 (hereinafter – SAVY), establishes the measures applied by SAVY towards borrowers who have mortgaged real estate and fail to fulfill their obligations to investors in a timely manner.

Borrowers receive their payment account at the beginning of each month and are required to make the payment by the due date specified in their payment schedule. When concluding the agreement, the Client may select a payment date from the 1st to the 28th day of the month.

If the Borrower (hereinafter – the "**Client**") fails to fulfill their obligations on time, the following debt administration measures are carried out in the order listed below:

- 1. SAVY sends the Client an SMS reminder of the upcoming payment date according to the Client's payment schedule, indicating that it is the last day to make the payment.
- 2. SAVY sends an email informing the Client that late fees and interest will apply and that continued non-performance of obligations may result in the Client's data being reported to the credit bureaus UAB "Creditinfo Lietuva" / UAB "Scorify".
- 3. A SAVY employee calls the Client to remind them of the outstanding payment.
- 4. SAVY sends an SMS urging the Client to make the payment promptly to avoid debt recovery actions.
- 5. SAVY sends an email warning that the debt will be registered in the UAB "Creditinfo Lietuva" / UAB "Scorify" database and that the debt may be transferred to SAVY's debt recovery department.
- 6. If the Client fails to meet obligations for 40 days, in order to prevent the Client from incurring further financial commitments, information about the debt is registered in the UAB "Creditinfo Lietuva" / UAB "Scorify" database.
- 7. In each case, when deciding on debt recovery measures, SAVY assesses all relevant circumstances, including but not limited to the Client's willingness to act in good faith to fulfill obligations to investors, the likely extent of obligation fulfillment, the objective ability to continue performing obligations properly, economic conditions, and other relevant factors.
- 8. SAVY may initiate contract termination for defaulting Clients after six missed payments according to the loan payment schedule. If the Client makes no payments at all or payments are insufficient, SAVY may initiate contract termination after four missed payments (material breach of contract failure or improper performance of obligations for more than 90 days).
- 9. Upon the Borrower's breach of contract, SAVY notifies the Borrower of the breach and sets a period of no less than 30 days to remedy it. If the Borrower fails to cure the breach within the specified period and it is deemed a fundamental breach, SAVY sends a second notice with a period of no less than 30 days to remedy the breach. Failure to cure within the second notice period results in automatic contract termination without further notice.
- 10. SAVY seeks to ensure the timely and economical fulfillment of obligations to investors in good faith. For this purpose, SAVY may negotiate with the Client regarding the terms, schedule, and conditions of fulfilling overdue obligations.
- 11. If all options to reach an agreement with the Client have been exhausted, or other circumstances indicate that obligations will not be fulfilled or will be fulfilled under terms unfavorable to investors (e.g., minimal repayment, excessive delay), SAVY has the right to satisfy claims from the value of assets mortgaged by the Client to investors. In such case, after notifying the Client, SAVY may initiate enforcement based on the mortgage.
- 12. In the case of a mortgage, if the Client fails to fulfill their obligations within the prescribed notice period, SAVY applies to a notary for an enforcement note in accordance with Article 4.192 of the Civil Code of the Republic of Lithuania. The notarial enforcement note constitutes an enforceable document and, upon receipt, is submitted for enforcement by a bailiff in accordance with the Civil Procedure Code of the Republic of Lithuania. The bailiff begins compulsory debt recovery, first sending the debtor a one-month demand for voluntary payment. If the debt is not paid voluntarily, the property is sold at auction. In the first auction, the starting price is 80% of the appraised market value. In the second auction (if unsold in the first), the starting price is 60% of the appraised market value.
- 13. If the bailiff fails to sell the property, the auction procedure is restarted, and the first auction is announced again.
- 14. To determine the property's value objectively, an expert is invited to assess the property. Both the

By Order No. 2024/10/14 of the Director of UAB "Bendras finansavimas"

- debtor and SAVY may raise reasoned objections to the valuation. In such cases, the bailiff may order an additional or repeat valuation.
- 15. If the proceeds from the auction do not fully cover the debt, the bailiff continues debt recovery. If the property is sold for a higher amount, the surplus is returned to the debtor.